

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

**NATCHITOCHES CITY COUNCIL MEETING
FEBRUARY 25, 2013
5:30 P.M.**

A G E N D A

1. CALL TO ORDER
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. READING AND APPROVAL OF THE MINUTES OF FEBRUARY 11, 2013

5. *Appeal rescinded by Matthew Ellefson at the City Council Meeting on 2/25/13* **Appeal:** Appeal by **Matthew A. Ellefson** requesting a review of the decision of the Planning and Zoning Commission of February 5, 2013 that denied the application to subdivide the following: Lot 3 Containing 9.06 Acres of Shadow Bay Subdivision in Section 47, Township 9 North, Range 7 West to create (3) three lots. Variance requested: variance of the right-of-way frontage requirement for each lot to abut on a dedicated street. (256 Peninsula Dr.)

6. **ORDINANCES – INTRODUCTION:**

#007 Stamey Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The Historic District Business Association Inc. Which Said Agreement Will Set Forth The Duties And Responsibilities Of Each Party For 2013 Festival Of Lights, Providing For An Automatic Annual Renewal, Providing For Advertising, Further Providing For Severability, and Further Providing For A Repealer And Effective Date of Ordinance

7. **#008 Nielsen** Ordinance to Adopt Section 10-74.1, Entitled "Fireworks, Use Or Discharge", Which Section Is Located In The Criminal Code, Chapter 10 of The Code Of Ordinances, Said Section Being Adopted To Make it Illegal To Use Or Discharge Fireworks Outside Of Permitted Time Period In The City Of Natchitoches, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

8. **ORDINANCE – FINAL:**

#004 Mims Ordinance Upon The Recommendations Of the Purchasing Department, That The City Of Natchitoches Enter Into A Lease Of A 29.7 Acre Tract In The Industrial Park For Hay Operations With M & M Farms Of Cane River, L.L.C., And Authorizing The Mayor, Lee Posey, To Execute Said Lease On Behalf Of The City Of Natchitoches, And To Provide For Advertising

MOTION TO ADD RESOLUTION NO. 010 OF 2013 TO THE AGENDA

9. **RESOLUTION:**

#010 **Morrow**

Resolution Authorizing The Mayor Of The City Of Natchitoches,
To Apply For A Louisiana Safe Routes To School Grant On
Behalf Of The City Of Natchitoches

10. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "[Request to Address City Council](#)" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, FEBRUARY 25, 2013 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, February 25, 2013, at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilmen David Stamey, Dale Nielsen and Larry
Payne
Councilwoman Sylvia Morrow

Guests:

Absent: None.

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilwoman Sylvia Morrow was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the February 12, 2013 meeting. Don Mims made a motion to dispense with the reading of the minutes, and Ms. Morrow seconded the motion. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Mims, Stamey, Morrow.
Nays:	None.
Absent:	None.

Matthew Ellefson came before the City Council and Department Heads to make a verbal statement to rescind his appeal. Ellefson stated his plans to go back to Planning and Zoning with a revised application.

Matthew Ellefson
255 Taylor Road
Natchitoches, LA 71457
(318) 354-0434 (318) 347-2360

RECEIVED

**CITY OF NATCHITOCHES
PLANNING & ZONING DEPT.**
DATE: 2-6-2013

J. Fowler

February 6, 2013

To: Honorable Mayor Lee Posey and the city council of Natchitoches

Re: City Planning and Zoning Commission Appeal – Article XIII
Property: 256 Peninsula Drive, Natchitoches, Louisiana

Dear Mayor and Council,

This is my formal appeal for a review of the proposal presented to the City Planning and Zoning Commission that was denied on 2/5/13. The proposal presented requested a subdivision of Lot 3 containing 9.06 acres into 3 lots in the Shadow Bay Subdivision in Section 47, Township 9 North, Range 7 West. I am hopeful of an approval of my proposal. I am enclosing with my formal appeal a copy of the proposed surveyed land prepared by Davis Surveyors of Natchitoches. I am additionally enclosing the estimate for the improvement of the existing driveway and an estimate for installation of a city spec 8 inch water line and hydrate to facilitate fire protection for any future buildings in this proposal.

I would offer rebuttals to the Planning and Zoning Commission's concerns but I was not given specific reasons for why my request was denied. Without being provided with details, I am unable to proceed with a detailed rebuttal. The homes in this subdivision are required to be at least 2500 square feet. In addition to my opportunity to construct a new home located within the city of Natchitoches, I am hopeful of giving two other families an opportunity to live in a wonderful lakeside community that will generate added tax income for the city.

With my proposal each of these properties will be serviced by a private drive and will not burden the city for the upkeep. Each lot contains at least one acre of land above the flood plain. I have been proactive in sharing my plan with the Natchitoches Health Department, Southwestern Electric Power Company and the Natchitoches Water Department and have received favorable comments in regards to my plan from all entities. Thank you for your kind consideration of my appeal. I look forward to a positive decision regarding the division of my property.

Sincerely,

Matthew A. Ellefson
Matthew A. Ellefson



CITY OF NATCHITOCHES
PLANNING AND ZONING DEPARTMENT

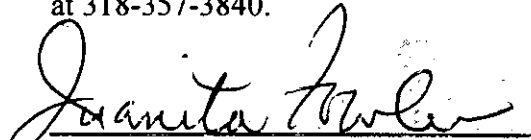
February 19, 2013

As one of the property owners lying within three hundred (300) feet of the below described property, you are hereby notified that the Natchitoches City Council will meet at the Natchitoches Arts Center, 716 Second Street Natchitoches, Louisiana on **Monday, February 25, 2013 at 5:30 p.m.** to consider an appeal of the decision of the Planning & Zoning Commission to deny the following application:

Applicant: Matthew A. Ellefson

Application to subdivide the following: Lot 3 Containing 9.06 Acres of Shadow Bay Subdivision in Section 47, Township 9 North, Range 7 West to create (3) three lots. Variance requested: variance of the right-of-way frontage requirement for each lot to abut on a dedicated street. (256 Peninsula Dr.)

All interested persons are invited to attend the meeting. For information regarding the appeal, you may contact the Planning & Zoning Department at 318-357-3840.



Juanita Fowler
Director of Planning & Zoning

Natchitoches Fire Department

578 Second Street
Natchitoches, Louisiana 71457

Lee Posey
Mayor

Dennie C. Boyt
Fire Chief

January 8, 2013

Juanita Fowler, Director
Planning and Zoning
City of Natchitoches

RECEIVED
CITY OF NATCHITOCHEs
PLANNING & ZONING DEPT.
DATE: 1-8-13

Dear Ms Fowler,

On two occasions Mr. Matthew Ellfeson met with me regarding subdividing a parcel of land located at 256 Peninsula Drive to create three lots, two of which would be for sale.

His inquiry included fire protection and what the department could provide. (1) A roadway capable of withstanding the weight of 50,000 lb fire apparatus, (2) A turn around for these apparatus, (3) Locating a water supply along this proposed road (fire hydrant) since we would be servicing more than one structure.

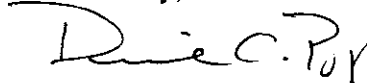
Currently, the water main and fire hydrants are located on the north side of Peninsula Drive and would require blocking the road and possibly allowing no more than one firefighting apparatus in the vicinity of the fire.

Considering the complexity of this request, the department could not provide the service necessary without the considerations listed above and then, it would still have problems. The main problem would be having the necessary equipment available at the structure.

It seems to me, considering this request, it should be treated under the subdivision ordinance.

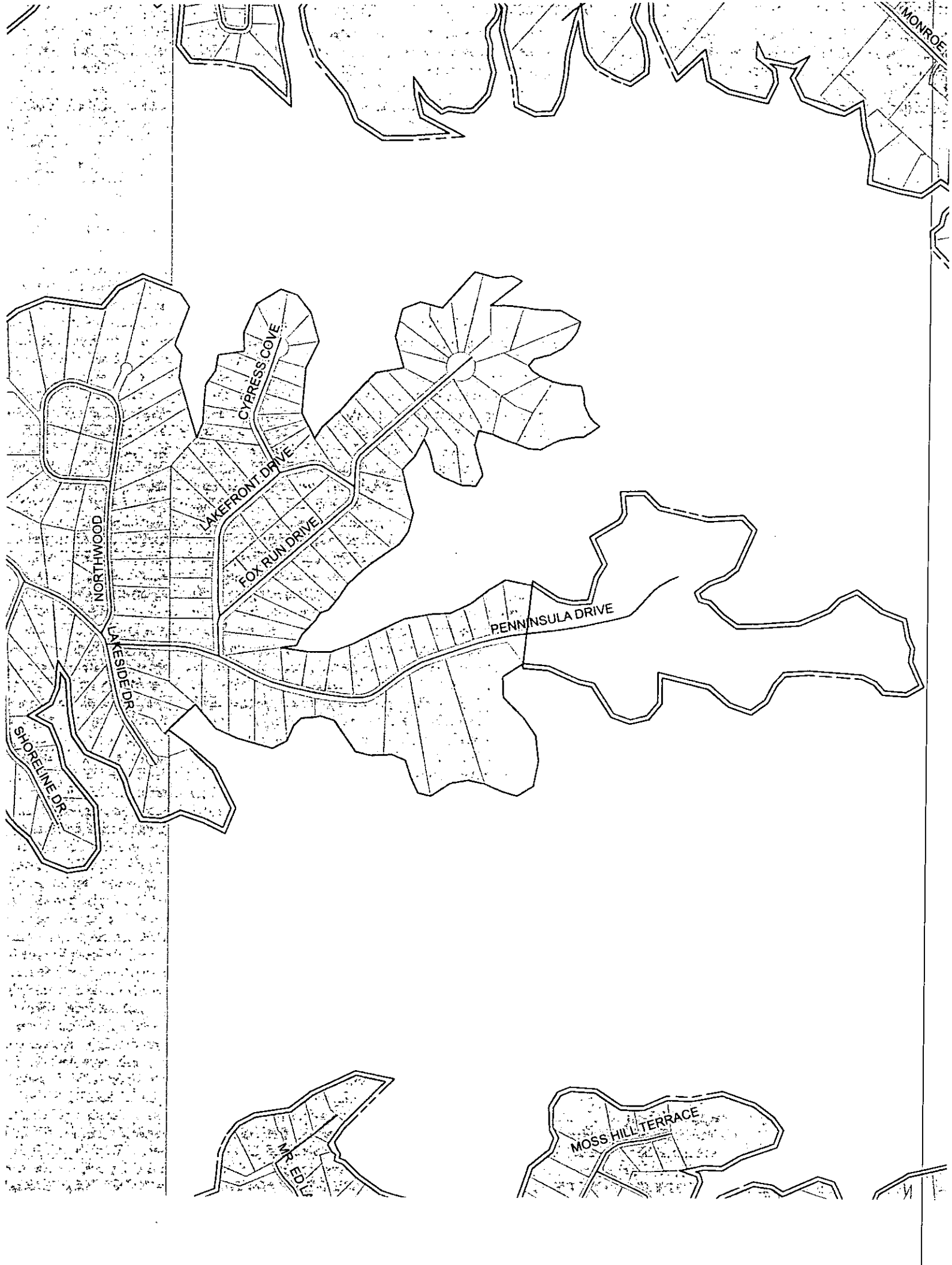
Should you have any questions, please do not hesitate to contact me.

Sincerely,



Dennie C. Boyt
Fire Chief

Protecting property.....and saving lives



MONROE

MR. ED

**CITY OF NATCHITOCHES
PLANNING & ZONING COMMISSION
MINUTES OF JANUARY 2, 2013**

The Planning and Zoning Commission of the City of Natchitoches, Louisiana, met in regular session on Tuesday, January 2, 2013 at the Natchitoches Arts Center, 716 Second Street, and Natchitoches.

Members Present: Chairman Charles Whitehead, III, Rickey McCalister, Betsy Widhalm, Dr. Thomas Burns, Eric Davis & Bobby Claiborne

Members Absent: Jamie Flanagan & John Bonnette

Staff Present: Juanita Fowler and Nicole Oakes

The meeting was called to order at 5:30 p.m. by Chairman Charles Whitehead, III. A quorum was established through a roll call.

Bobby Claiborne moved to waive the reading of the minutes of December 4, 2012 regular meeting and accept them as presented; Dr. Thomas Burns seconded; motion carried unanimously.

Old Business

New Business

- A. Application by Matthew A. Ellefson to subdivide the following location: Lot 3 Containing 9.06 Acres Of Shadow Bay Subdivision In Section 47, Township 9 North, Range 7 West (256 Peninsula Dr.)

Mrs. Fowler stated that the application is to create three lots. The lot is nine acres. Mr. Ellefson's request is to divide it into three parcels with a passage of a fifty foot right of way. The adjoining street is Peninsula Dr. She referred to the survey plat proposal which calls for the lots to have frontage on passage but not all of the lots would actually have access on Peninsula Dr. The criteria for considering the application come from the Subdivision Ordinance. The ordinance requires that every lot abuts on a dedicated right of way. It states that where it is desired to subdivide a tract of land, which because of its size or location does not permit and alignment directly related to normal street arrangement there may be established one or more places such as a place maybe in the form of a court, a street with a cul-du-sac or other arrangement provided however that proper access shall be given to all lots from a dedicated street or court. The application calls for a fifty foot right-of -passage which is not a dedication but it does give access to the lots and specifically lot 3C.

Mrs. Fowler stated that she spoke with Parish Sanitarian, Justin Gremillion for feedback on the development of the parcel as it relates to the installation of a septic system. Because the lots are of the acreage that they are and they are not supported by City sewer services its necessary to install individual septic systems on each lot. Mr. Gremillion indicated that the installation of a septic system would have to be within the area of the lot that is not in the floodplain. The survey plat shows the floodplain line for each lot. Lot 3C could possibly accommodate a septic system but would not be able to accommodate a septic system and a structure built within that area that is defined as zone X.

Chairman Whitehead commented that one thing to keep in mind is that the City and Waterworks District #1 have the right to draw the lake up to the 122 foot contour. Unlike a seasonal storm or something like that, if the city decided to run the lake up to 122' and leave it there and control it artificially the area could be submerged in perpetuity.

Mrs. Fowler stated that with regard to floodplain management it is possible to build on portions of the lots however the height of any structure built in the floodplain is

controlled by FEMA requirements as to their development. She noted that letters were sent to property owners within three hundred feet. She also made reference to a copy of the subdivision covenant but noted that the City does not have the legal authority to enforce the covenant. The covenant is between the developer and property owners. It does have some bearing simply because it does indicate that upon the approval of the governing planning and zoning commission lots maybe subdivided once, but any and all resulting subdivided lots must be at least three acres in size. The covenant is the criteria for the property owners who bought into the development of the lots that they acquired. The guidelines for the Commission are taken from the Subdivision Ordinance which governs in this case.

Comments from proponents of the application and dialogue with the Commission are summarized as follows.

Aaron Johnson presented the application on behalf of Mr. Ellefson and made comments as follows. Mr. Ellefson proposes to subdivide the nine acres into three, 3 acre lots. Of the three lots lot C becomes the smallest that has one acre that is above the 122' floodplain. Lot 3B has one and a half acres and lot 3A has two acres even. There is at least one acre above the 122' floodplain for each lot that is buildable. On lot 3C even with the inclusion of a septic system a one acre lot is plenty large enough to build a 2500 sq ft house as well as put in a in- ground septic system that remains above the 122' line. Mr. Ellefson spoke with the Fire Marshal and is going to run another fire plug with an eight inch hose that will run down the right of passage to about the middle of lot 3B. He is also going to build the road with a fifty foot turn around to satisfy any emergency crews that would need to bring in a fire truck. The fifty foot drive will remain private so that it does not become a city responsibility to maintain that road. Mr. Ellefson is asking for a variance. There is no way to subdivide the lots out and put in separate drives for each house that actually access Peninsula Dr. The covenant for Shadow Bay subdivision states the minimum house size is 2500 sq ft. so there would be three homes with value probably at a minimum of \$300,000 range.

Mrs. Ellefson stated that her husband spoke to the fire chief who noted that the fire plug right now that they currently have does not access the house that is to the left of that property which is owned by Dr. James Thibodeaux and his wife. The plug that would be put in on the middle lot B would service all four of the houses.

Chairman Whitehead asked if there was anyone else who was in support of the application. Hearing none he asked the commissioners if they had any questions for Mr. Johnson or Mrs. Ellefson.

Dr. Burns inquired what kind of septic system would be required.

Mrs. Fowler stated a mechanical system recommended by the state sanitarian with regard to size and discharge which has been historically what has been installed on all the lots in the subdivision.

Mrs. Widhalm inquired about the 50 turnaround on Lot B or C and whether it would cut into the one acre tract quite a bit and if it would be big enough to turn a fire truck around.

Mr. Johnson stated that the turnaround is something that came up recently when he was discussing this with the fire chief. That is why it is not depicted on the plat or the survey right now. That is something they are going to have to go back and draw then come up with a better answer for how big that lot really is.

Bobby Claiborne inquired whether the city or fire district serves the area and questioned the weight of the fire truck in comparison to the type of road weight they intend to build. We have had some issues in the past with past subdivisions dealing with road construction and if it would accommodate the fire vehicles.

Chairman Whitehead stated that the area is actually serviced by both because the area is in the fire district and then was annexed by the City.

Mr. Johnson stated the road they are looking to put in would be more than satisfy what is needed. It would initially during the construction phase be a gravel road but it will be to the same standard that they use for instance in the oil fields for tractor trailer size vehicles and weight. And during those discussions that he had with the fire marshal there were no issues with how strong that road was going to be to support his fire truck. They would make sure that it would be more than adequate.

Chairman Whitehead inquired whether the right of passage would be built to city standards with compaction, underground drainage, curb and gutter or is it simply going to be allowing access. The requirement for a cul-du-sac is a 68 foot turning radius with a minimum inside turning radius of 35 feet.

Mr. Johnson stated that the access will have three foot gutters on each side. The short answer is if that's what it needs to be then the answer is yes. Mr. Ellefson wants to do this right. He does not want to short change it at all.

Mrs. Fowler stated that to build to city standard the street right-of-way would have to be constructed to sixty feet with the minimum turn radius to accommodate and also the surface requirements would also apply.

Mr. Johnson questioned if the access were built to city standard, would the city maintain it? If the access is not built to standard but is built large enough to satisfy the fire marshal for getting the fire truck down there and with a strong enough road bed to support it, does that make it tenable?

Chairman Whitehead stated if that were the case, the hearing is moot. If you build a city street and give it to the city, the variance to which Mr. Ellefson is applying is irrelevant.

Mrs. Fowler stated that it would change the scope of the application.

Mrs. Widhalm questioned what if the city would not be responsible for maintaining the road, would the right of passage fall to the individual homeowners, and what if it is not kept up what sort of recourse there is; if lot B falls short keeping up his right of passage and lot C house burns down because the fire truck can't get there. This often comes up that it is not the person who is proposing the idea that has the Commission concerned; it's what is going to happen thirty years from now when new owners are in there or who knows what can happen. That is usually where the concerns lie.

Chairman Whitehead stated that more importantly what impedance does 3A have to keep any of it up because he already has access.

Mr. McCalister stated it is like a rezoning deal; rezone for apartments for the elderly but then it can be for children; it can be for anybody once that zoning type is set.

Matthew Ellefson stated that he is very diligent about being careful about the water in his job and career. He only has so much money and is putting it all into clearing and putting in a good road, getting the power rerouted. He understands the fire marshal's dilemma to protect the houses.

Mrs. Fowler stated that the road standard is 27 feet from curb to curb. Utilities and electrical service, if it is underground, would fall within the right of way.

Chairman Whitehead stated that it is not the old fashion open ditch, what's referred in the business as curb and gutter which means there is a curb there and that there is underground drainage that runs back to that. There has to be underground sewer and water and electricity and other franchisees - the phone, cable and other utilities. Mr. Ellefson is trying to act as a developer and the Commission is trying to figure out what is

acceptable. Mr. Johnson said something about a crush stone drive for construction purposes.

Mr. Ellefson stated that the person clearing the lot has a construction company and they have built a lot of roads for the oil industry. He would be able to build a solid 14 foot road that would handle cement trucks. The surface will be a crushed rock. There is going to be several layers. He stated there is no decision on what the final road will be; just a good durable road that is going to allow me to build house, it's going to allow fire trucks to come down there and it's going to allow traffic with a turnaround.

Chairman Whitehead called for comments from opponents.

Jim Smith stated his concerns about the proposal. He and his wife, Billy Sue, own and live at 230 Peninsula Dr. which is lot 1 of Shadow Bay Subdivision. They chose to build their retirement home in Natchitoches after vacationing many times over thirty-five years prior to moving here. They were looking for some special things in our retirement city we were looking for an area that was steeped in southern tradition, an area that had a unique character, an area that offered cultural opportunities, a neighborhood with acreage and waterfront property. But most especially important they were looking for an area that offered what they wanted in size but was also highly restricted.

Mr. Smith referred to the survey plat and covenant. He stated that Mr. Ellefson has submitted with his application Article 4 of the covenant which is the rule for subdividing a lot if he owns it. I feel justified since has already submitted part of the covenant with showing you the entire covenant because it is going to emphasize some points I want to make today.

Chairman Whitehead stated that the Commission is specifically not vested with the authority to pass on a covenant. The only reason the Director showed it to the members was to show even the covenant was not in contradiction of that portion of it but it is not the Commission's position to enforce covenants. That is what private attorneys and the courts are for. If there is a flagrant violation of the covenant that should have no bearing on the Commission's decision whatsoever.

Mr. Smith stated that he agreed but since the covenant does to a large degree show what the other landowners involved in this have come to accept he thought it should be allowed.

Mr. Smith stated he wanted to chastise the committee about the notification process and timing of the meeting. He questioned if the committee saw a problem in the way the process is being handled would the committee have the right to approach the City Council to change it.

Chairman Whitehead stated the notification process is set by the City Council. It is not set by the board. The process is in the code of ordinances and Mrs. Fowler follows those religiously. The City Council is the proper venue to discuss notice and either methodology which they set up or the execution which is Mrs. Fowler's job as the head of Planning and Zoning.

Mr. Smith stated his main objection to this proposal is that it would include constructing a fifty foot wide street at a ninety degree angle perpendicular to Peninsula Dr. and to create three lots with the lots and houses facing perpendicular to Peninsula Dr. In essence it would become a separate mini subdivision within their subdivision; it is going to dramatically alter the flow of their community and dramatically alter the aesthetic appeal of their subdivision; is going to look totally out of place.

Mr. Smith presented a drawing that showed the various peninsulas that are in Oak Grove, in their area. Some of the streets are Northwood, Lakeside, Peninsula, Fox Run and Cypress Cove. All of the areas have one thing in particular; all of the streets go right down the middle of the peninsula. All of the lots, all of the houses in the entire area abut onto the main street. There are no side streets in their entire area. All the

frontage lots abut onto the lake. His objection is from an aesthetic point of view to put another street, rite of passage, right of way, driveway or whatever at a ninety degree angle, perpendicular to Peninsula Dr. and right in the middle of their subdivision is going to be an eye sore.

Mr. Smith stated that he thinks as a Planning and Zoning Commission one would want to preserve the character of their communities. He questioned what a right of passage is and whether it would become a dedicated city street.

Chairman Whitehead explained that unless there is a dedication on the plat that he signs off on, the Mayor and all other department heads, it will not become a city street. If the Commission signed off on the plat as a private right of passage and then it were later built to city specs, it would require another action by at least one if not two public bodies. The only way it would become a street would be if the Planning Commission took it in at a later dated after a hearing.

Chairman Whitehead stated that another word for right of passage is an easement. The right of passage shown on the plat belongs to people that own the lots and 3C has a right to use that fifty foot right across 3A and 3B; 3B has a right to use that fifty foot right of access across 3A for access.

Mrs. Fowler stated that by ordinance, the definition of right of way is a strip of ground that is dedicated by the subdivider for public title to which shall rest in the public for the purpose stated in the dedication. The easement or passage does not fit those criteria.

Mr. Smith stated that all the lots in the area abut to their respective streets. There are no cross streets but one of the reasons they bought out there is there are only a series of lovely winding streets out through the middle of all these peninsulas, giving it charm, giving it character, one of the main reasons he decided to invest a lot of money in Natchitoches. They are impressed with their community and love it out there. He stated that his basis objection is that the right of passage is still going to be at a perpendicular angle to Peninsula Dr. The houses are going to be in the opposite direction of every house back in that neighborhood.

Mr. Smith questioned what the required elevation of the right of passage would be, what kind of construction materials would be needed to make something that even a medium sized truck is going to be able to stand up on; after the elevation, will the street have to meet city standards and what will the construction materials will be. He stated that the street is going to be at a higher elevation than the surrounding part of the property. It has the potential to cause serious drainage and flooding problems in their area. Mr. Smith stated that utilities would have to be provided to the three lots. The right of passage is on the property line. The easement for utilities is another fifteen feet. That gives 65 feet from the property line before you can start building the house. Mr. Ellefson said his plan is to put an eight inch fire hydrant. There is going to be an easement for a power line and gas and water lines to provide services to the three lots. The covenant says you have to be fifty feet from the existing street to build any building.

Chairman Whitehead state that his point is that Mr. Ellefson makes lot 3C unbuildable or lot 3B unbuildable because of other covenants that he has. That is why the Commission is not the arbitrator of covenants. The questions are legitimate ones that need to be addressed and may have to be addressed if approved and later if he does things that cause damage to his neighbor.

Mr. Smith stated that in their covenant one of the agreements is that no one will remove any tree over five inches in diameter without approval of the committee and the landowners in the area. Mr. Ellefson has already come in and cleared nine acres and destroyed many, many trees without so much as even contacting any of the other neighbors.

Chairman Whitehead stated that it is not the Commission's place to enforce the violation of covenants. He summarized Mr. Smith's concerns to be about aesthetics, the fact the

street is at a perpendicular angle to the main feeder street for lack of a better term, and that he is concerned about additional traffic flow, additional drainage and things of that nature, which are all valid points that have to be considered but most of the questions need to be addressed to the developer.

Mr. Smith stated that there are too many unanswered questions about the proposal. It is a poorly conceived and presented idea. He stated he wanted to reemphasize to the committee the impact this will have on the neighborhood.

Chairman Whitehead asked if there was anyone else who would like to speak in opposition of the application by Ellefson.

James Porter stated that he is within the 300 foot border. He owns the lot adjoining Mr. Smith and Dr. Thibodeaux. He stated he is opposed to the application as he believes it will devalue the property and make it a less desirable site to build on. He has concern for the upkeep of the road.

Dr. James Thibodeaux stated that he owns lot 2 which is directly adjacent to lot 3, the one that Mr. Ellefson wants to develop. His objection is not to the development of the lot but the way it is laid out in the proposal. He stated that the main problem is the fifty foot right of passage. He has small children and one of the reasons they choose this location is that they could build a home far enough away from the road to not worry about them running out into traffic. The right of passage will run alongside his property potentially adding a risk that he and his wife purposely tried to avoid by buying in this subdivision. He stated that he is not opposed to the subdivision if there was any way to do it without putting a road on their property line.

Chairman Whitehead asked if there were any other persons that wish to speak against the application. Hearing none, he stated that a short rebuttal is permitted by either Mr. Ellefson or his representative.

Mr. Ellefson and his representative asked for a few minutes to confer.

Donnie Cox stated the he owned property adjacent to the tract. He was the one who originally developed the area and sold nine acres to someone who resold it to the Ellefsons. He stated that he wanted to make sure he understood that Mr. Ellefson was saying that he is going to make a road that meets city standards.

Chairman Whitehead stated that density is still something that the Commission is concerned with in the neighborhood. Aesthetics is how something looks, density is how many people are per square foot or per acre and what it does to the traffic and those are still legitimate concerns in subdivision. The variance is rendered moot if the right of passage was actually a city spec street that is dedicated to the city because then it would meet the requirements for the ordinance. There are two issues, the subdivision and allowing the subdivision to take place on a non-public street. If the purpose to build street with all the specs, 60 ft right of way, 27 ft curb to curb, underground drainage, 68 ft turning radius of a cul-da-sac because the way this is for equipment. He address Mrs. Fowler as to if he was missing anything.

Mrs. Fowler read language from the Subdivision Ordinance stating that the commission needs to review the proposal for the following "to determine whether the development provides for the proper arrangement and width of streets in relation to other existing or planned streets and to the master plan" and "to provide for adequate and convenient open spaces for traffic, vehicular parking, an utilities, access of fire fighting apparatus, recreation, light and air for avoiding of congestion of population." She stated that all of the procedures are set forth for with a proposal to develop a subdivision with a street that is dedicated for public use.

Mr. McCalister stated that even if Mr. Ellefson builds a city street there is the issue of the subdivision, as to density and whether the subdivision of property will make things more congested.

Chairman Whitehead states it is a two part question and building a city street only eliminates one of those questions.

Mr. Cox stated that as a property owner, in that case he agreed with what has been said. The soil out there is so hard to work and the water table so high. He did not see how a gravel road will not end up a mess; constant upkeep and expensive, and it's not going to look good. Personally, he would like to see a city street if that is what they are going to do.

Mr. McCalister stated that even with a city road there are still other things to consider before a subdivision can be granted. Drainage off of that city street will be something that we will consider.

Chairman Whitehead asked whether Mr. Ellefson or Mr. Johnson were ready to present the rebuttal.

Mr. Johnson stated that in listening to the discussion, they had not satisfied the first issue of the variance and the questions in terms of what kind of spec they are going to build for that road. So, they would go back and do a little research on that issue.

Chairman Whitehead asked would they entertain the idea of tabling the application.

Mr. Johnson stated that is exactly what he was going to request to give Mr. Ellefson time to do more research and talk with the other property owners in the neighborhood.

Mrs. Widhalm made a motion to table the application until the February meeting. Mr. Claiborne seconded. The application was tabled by unanimous vote.

Other New Business

None

Report of Office Activities

Mrs. Fowler stated she will defer the report of office activities until the next meeting.

Mr. Claiborne made a motion to adjourn the meeting. Mr. Davis seconded. The meeting was adjourned.

Chairman Charles Whitehead, III

**CITY OF NATCHITOCHES
PLANNING & ZONING COMMISSION
MINUTES OF FEBRUARY 4, 2013**

The Planning and Zoning Commission of the City of Natchitoches, Louisiana, met in regular session on Tuesday, January 2, 2013 at the Natchitoches Arts Center, 716 Second Street, and Natchitoches.

Members Present: Chairman Charles Whitehead, III, Rickey McCalister, Betsy Widhalm, Dr. Thomas Burns, Eric Davis & Bobby Claiborne

Members Absent: Jamie Flanagan & John Bonnette

Staff Present: Juanita Fowler and Nicole Oakes

The meeting was called to order at 5:30 p.m. by Chairman Charles Whitehead, III. A quorum was established through a roll call.

Bobby Claiborne moved to waive the reading of the minutes of January 2, 2013 regular meeting and accept them as presented; Dr. Thomas Burns seconded; motion carried unanimously.

Old Business

- A. Application by Matthew A. Ellefson to subdivide the following location: Lot 3 Containing 9.06 Acres Of Shadow Bay Subdivision In Section 47, Township 9 North, Range 7 West. Variance requested: Variance of the right-of-way frontage requirement for each lot to abut on a dedicated street. (256 Peninsula Dr.)

Mrs. Fowler stated that two documents were added to last month's exhibit. They are a letter from Fire Chief Denny Boyt with his response in regard to development of the lots as proposed. Also, Mr. Ellefson submitted a revised plat for the addition of an easement across Lot 1 of the proposed subdivision. She stated that no new notice was sent out and that everybody at the last meeting was made aware that the item was tabled and would be brought back at this meeting.

Mrs. Fowler stated that the minutes were very lengthy. After the first draft, she edited the comments and combined a lot of them, not to change the context but to try to group comments together. All of the comments made with regard to either support or opposition are contained in the minutes.

Chairman Whitehead noted that the new plat had a typographical error in that it had the same date as the prior plat dated December 10, 2012. Chairman Whitehead stated that he presumed that since the new plat was not received prior to January 17, 2013 that Chief Boyt was not aware of the additional easement proposed by Mr. Ellefson when he wrote the January 8, 2013 letter. He wanted to make sure these points were taken care of.

Chairman Whitehead questioned whether the Commission would need to amend the application to consider the new plat.

Mrs. Fowler stated it would be appropriate to address the original plat which was tabled and then consider any discussion towards the changes.

Chairman Whitehead stated that he agreed.

Matthew Ellefson stated that the changes he made came from a meeting of the Shadow Bay neighborhood. He took Dr. Thibodeaux's advice under consideration and he thought that it solved a couple of things. It solved the question that Mrs. Widhalm had about the ownership of the first easement. She wanted to know who's going to be responsible for it. And this solidified it in his mind. It is tagged as being the responsibility of Lot C and the addition of the second easement would be that tagged as

the responsibility of Lot B. The members of the Shadow Bay community feared that a city street was going to come in there. So there would just be two private drives. The other thing he researched based on Dr. Burns question was about the septic system. Mr. Ellefson stated that he went to Mr. Gremillion at the health department and got a copy of the sanitary code. He now knows that a mechanical system with a minimum of three, 4 inch sprinklers heads are needed for waste water dispersal that have to be spaced a minimum of forty feet apart from each other. They can't be any closer than 50 feet above the waterline and 15 feet from the property line.

Betsy Widhalm stated that there was a concern about the type road to be built. She asked if there were any changes or if the road will still be gravel.

Mr. Ellefson stated he had a contractor come out and he drew up an estimate for a road he said will be capable of handling cement trucks and lumber trucks which are 60 plus ton trucks when they are loaded.

Mrs. Widhalm asked if the road would be a paved road.

Mr. Ellefson stated no and that if built in the summer when everything is really dry and hard a road can be carved out and 9 inches of clay/sand with about a 30/70 maybe 40/60 mix of clay and sand, 60 or 70 being clay, would not dry out completely or break. The contractor assured him he could roll 4 inches of rock into the top and crown the road and no water would come up from underneath and no water would stay on the road. Basically, he wants a road that would handle a fire truck. Mr. Ellefson stated that he was confident the road will handle a fire truck. He stated he got a turnaround and it is a sixty foot turnaround.

Discussion followed regarding what had been submitted to the Planning and Zoning office. After a few moments of discussion Mr. Ellefson realized that the information he was referring to had not been submitted to the office. He was talking about his estimate he received for the road where the turnaround was included. There was no plat submitted that showed the addition of a turnaround.

Bobby Claiborne questioned whether Mr. Ellefson decided to go from a road to right of passage.

Mr. Ellefson stated he really did not make a change. It was always to be that but just put in a sturdy road that would handle the construction of a house.

Mrs. Widhalm questioned how Mr. Ellefson came to the decision that the upkeep of the first easement would become the responsibility of Lot C.

Mr. Ellefson stated because that is how you get to Lot C. It is the access to Lot C.

Mrs. Widhalm asked Chairman Whitehead if this is what we normally see. She stated that it was usually the responsibility Lot A.

Chairman Whitehead stated that normally Lot A has nothing to do with it and Lots B & C have to work it out to keep up the easement. But Lot C ultimately has the impetus to keep it up entirely because they need it all where Lot B only needs the section across Lot A. He stated he has never seen it solved with a separate easement for each lot with Lot A having to bear two rights of passage that is exclusive to other lots.

Mrs. Widhalm stated she thought it was incumbent on Lot A to make sure the passage was maintained.

Chairman Whitehead asked Mr. Ellefson whether he had addressed the issue of drainage since he talked about crowning the road and there were questions about the road elevations. He stated that crowning the road would shed water both

ways to the east and west instead of to the north and south. The drainage would change somewhat. He stated that it's not that it's bad but there has to be a plan to address the concern which was brought up at the last meeting and there has been no response to the questions.

Mr. Ellefson stated he did not really know that was something he needed to address because it is an existing road and he is just going to improve it.

Chairman Whitehead stated his point was whether the road would be an all weather surface.

Mr. Ellefson stated it will be for his vehicles but not maybe during the construction of the house. His contractor said realistically you can't run heavy trucks on the road in the middle of a rain storm. The contractor primarily does oil field well roads and that they are solid roads.

Chairman Whitehead stated that if access is needed to get to a fire, the Commission is concerned about the City's responsibility to you or subsequent owners of Lots B & C to provide them adequate fire protection.

Mr. Ellefson stated that he would not build the road now because things are too soft but would wait until the middle of summer when it is dried out really good before the road is put in place because then you have a good solid dry start.

Chairman Whitehead stated that this is why the subdivision regulation exists, that every lot must front on a public road because the public roads are the City responsibility to maintain all weather roads that are capable of providing fire, police and other things that a government is suppose to be doing. And so what is very problematic is that Mr. Ellefson is talking about building something that sounds substandard and not all weather and some of the issues of density, ownership and maintenance have not been discussed. Also, the lack of a drainage plan that the street will provide.

Mr. McCalister stated that all lots should be accessed to a public road. That is the ordinance and that is what should be instead of granting a right of passage.

Mrs. Fowler stated that there is not a provision in the city ordinance that discusses a right of passage. Certainly a landowner has a right to propose it but the standard that is set is for a street that is built to city standard.

Bobby Claiborne stated that two different types of usage are being talked about. When you are talking about heavy oil field equipment going down a road of that type, there is a difference between that and an emergency vehicle that has to get there and get a specific job done because there is life or death on the line. When an oil rig or a heavy truck has to go it is a difference between a fire truck having to get somewhere and put a fire out or an ambulance getting down a certain road when it is wet or boggy or whatever to get a patient or emergency victim out. So we are talking two different type uses.

Chairman Whitehead stated that another question is about utilities brought up at the last meeting. It is how the utilities are going to get to these various properties and I presume that you were going to propose that they go down the right of passage. By its nature the right of passage is not necessarily a utility easement.

Mr. Ellefson stated his plan was to use the first right of passage. He has been over to the power department and was told he would have to run an underground cable up the easement and put a box between Lots B & C. They would service both lots.

Chairman Whitehead asked Mr. Ellefson if he had spoken with Chief Boyd since he rendered the letter on January 8th.

Mr. Ellefson stated he did as soon as he found out about it. Chief Boyd gave his concerns about. He told Chief Boyd he was pretty certain if he built the road to the

specs that had been described, he works with sixty plus ton tankers on a daily basis and are relieved because they know they are not going to have any trouble.

Chairman Whitehead inquired about the location of the fire hydrant.

Mr. Ellefson stated that after speaking with Chief Boyt and Mr. Rutledge the plumber, he would go right down the property line and put the hydrant 500 feet down the property line where it will sit at the top end of Lot B. It would be 500 feet closer than any existing hydrant.

Chairman Whitehead well no it my impression you have no right to put anything on lot B there is no indication of an easement there so anything you would have to do would have be on Lot C.

Chairman Whitehead stated that he wanted to know exactly where things are going to be located because if the Commission is to approve the application, he wanted to have minutes to document what was said. He stated there should be a better indication of where the hydrant would be. The plan is very imprecise and he was trying to get some precision.

Dr. James Thibodeaux stated that he owns the next door. What they had discussed at their subdivision meeting was more of a simple driveway. He owns a house that is a 180 yards off the road and he has a driveway going back to his property. From the conversations that have been going on he is of the understanding that Mr. Ellefson is not able to just build a driveway to the back of his property; it's an a lot bigger deal than that he guessed.

Chairman Whitehead stated that if Mr. Ellefson wants to put a single residence on Lot 3 then it is the City's responsibility to get equipment to his residence. But, when he starts deviating from the scheme of having one nine acre lot and wants to make it for rough 3 subdivided 3 acre lots it becomes an issue in that the lots don't all front a public way, which is the City's responsibility to maintain all weather roads capable of taking care of r firefighting, ambulance and police equipment.

Chairman Whitehead stated that Mr. McCalister has a home on 60 acres in the City. He if he wants to subdivide it into 6, ten acre lots which are still huge he has to come before the Commission and provide a plan for all-weather roads that comply with the ordinance.

Mr. McCalister stated that to actually get to his home he had to build a city standard road. He had to provide a curb and gutter road to extend the city road to get back to his property.

Dr. Thibodeaux stated they were just trying to work something out to avoid a city street coming down the side of their property and questioned whether that was unavoidable.

Mr. McCalister stated that Mr. Ellefson wants to build a road that is less than city specs. We are going to have to decide whether we are going to let him do that or stay with the city norm. To create a subdivision on a gravel road in the city limits is basically what it amounts to.

Chairman Whitehead stated that if Mr. Ellefson had proposed to add "dog legs" he would have three lots fronting a city road.

Mr. Ellefson stated that when he spoke to the contractor his biggest concern was to focus on building something that was strong enough for construction but ultimately it would be good enough for the city fire truck to come down.

Chairman Whitehead asked for discussion by the Commission. There was none.

Mr. Claiborne made a motion to deny the application. Mr. McCalister seconded. The application was denied by unanimous vote.

New Business

None

Other New Business

None

Report of Office Activities

Mrs. Fowler stated that she has continued to work on the GIS project and have finally completed the cleanup of address points in the city which means we now have a good workable set of maps to identify the majority of the addresses. The data can be utilized for emergency purposes or for any purposes the city would have, any department. Utilizing our GIS system will make our processes much easier with the location of utilities as well as fire protection. This brings Natchitoches up to a level comparable to many other cities that operate with a GIS System. It is rewarding because it is critical to the citizenry of Natchitoches that we know where they are and that we can reach them when necessary; even the postal service, UPS and anybody trying to find someone. She invited everyone to come and look at the mapping system, offer any comments on improving the work in the office.

Mrs. Fowler noted that permits are declining a bit but there has been a rush of residential construction at Chinquapin Subdivision - the area where Mr. McCalister lives and also at Fox Run. There is even some development at upper Williams Ave. - North Williams Place. So there is a lot to keep the office busy.

Chairman Whitehead commented that Mrs. Fowler, Ms. Oakes and Mr. White are very attentive to anything that will streamline processing and make them more transparent. The Mayor has made one thing clear – that he wants his administration to be as transparent as possible

Mr. Claiborne made a motion to adjourn the meeting. Dr. Burns seconded. The meeting was adjourned.

Chairman Charles Whitehead, III

The following Ordinance was Introduced by Mr. Stamey at the Natchitoches City Council meeting held on February 25, 2013 as follows:

ORDINANCE NO. 007 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE HISTORIC DISTRICT BUSINESS ASSOCIATION INC. WHICH SAID AGREEMENT WILL SET FORTH THE DUTIES AND RESPONSIBILITIES OF EACH PARTY FOR 2013 FESTIVAL OF LIGHTS, PROVIDING FOR AN AUTOMATIC ANNUAL RENEWAL, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS FURTHER, the Historic District Business Association, Inc. (sometimes hereinafter "HDBA") is a non-profit Louisiana corporation which undertook the coordination and presentation of the 2012 Festival of Lights celebration in Natchitoches, Louisiana, assuming the role that the Natchitoches Chamber of Commerce has played in the past; and

WHEREAS FURTHER, both the City and the HDBA were pleased with the arrangement for the 2012 Festival and desire to extend the relationship for additional years; and

WHEREAS FURTHER, the Festival of Lights has grown to include events and presentations that occur over a 50 day period, beginning in November and continuing through early January; and

WHEREAS FURTHER, the City Council of the City of Natchitoches acknowledges that the Festival of Lights, which includes the Christmas Festival, is the single best known annual event that occurs in the City, and is very important to the City of Natchitoches and its citizens due to it's the economic impact that it has on the City; and

WHEREAS FURTHER, the HDBA has agreed to and will assume the role of planning, organizing and putting on the 2013 Festival of Lights, but is unable to assume this role without assistance of the City; and

WHEREAS FURTHER, the HDBA and the City have divided the duties and responsibilities that are required to organize and put on the 2013 Festival of Lights, and desire to memorialize, in writing, the duties and responsibilities between the City and the HDBA; and

WHEREAS FURTHER, the City Council of the City of Natchitoches recognizes that neither the City nor the HDBA could undertake the Festival of Lights individually and that cooperation and division of labor is necessary to continue to offer a quality festival; and

WHEREAS FURTHER, the City and the HDBA have agreed to enter into a Cooperative Endeavor Agreement (sometimes hereinafter "CEA") under which the City and HDBA will each assume certain duties and responsibilities; and

WHEREAS FURTHER, under the CEA, the City will be responsible for the following:

- 1) providing police protection, including the additional personnel that is required for the Christmas Festival;
- 2) providing fire protection and safety, including the additional personnel that is required for the Christmas Festival and specifically providing inspections of vendor's booths for compliance with Fire Prevention and Life Safety Code, providing fire protection during fireworks displays, inspecting fireworks displays and insuring compliance with Fire Code during fireworks displays.
- 3) providing electrical service for all light displays, music equipment and other electronic devices that are utilized in the Festival of Lights;
- 4) erecting, installing stringing light displays in the downtown area, as well as the storage of all light displays;
- 5) providing sanitation services, including garbage pickup, debris pickup and providing port-o-potties on the riverbank for the duration of the Festival of Lights; and
- 6) setting up barricades, and providing and placing ticket booths as needed.

WHEREAS FURTHER, under the CEA, the HDBA will be responsible for the following:

- 1) arranging and paying for fireworks displays during the Festival of Lights;
- 2) providing music and/ or light shows associated with fireworks displays;
- 3) arranging and compensating musical performers during the Festival of Lights;
- 4) arranging and coordinating Christmas Festival parades;
- 5) providing additional port-a-potties for Christmas Festival weekend;
- 6) man admission ticket booths during the Festival of Lights;
- 7) provide additional amusements during Festival of Lights, including but not limited to "Snow Hill" and develop an agreement with the operators of any such amusements (to be approved by the City) that requires said operators to provide proof of insurance with limits of at least \$1,000,000.00 per incident and naming the City as additional insured;
- 8) take out an Event Insurance policy for the Festival of Lights which policy shall cover that time period beginning with the opening ceremony and ending on the last day that the Christmas lights are on, which policy shall provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee, and coverage for any incident loss or claim related to the parade(s), including coverage for parade participants, or the fireworks displays;
- 9) provide an Event Insurance policy for any other time period where an admission fee is charged for access to the riverbank area by the HDBA, said policy to provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee;
- 10) arrange for food vendors, craft vendor, and other vendors and develop an agreement with any such vendors (to be approved by the City) that requires said vendors to provide proof of insurance and naming the City as additional insured; and
- 11) HDBA shall be responsible for insuring that all food vendors, craft vendors and operators of amusements adhere to the agreements referenced in paragraphs 7 and 10 and insuring that proof of insurance is provided, and the HDBA shall have the authority to remove any non-compliant vendors.

WHEREAS FURTHER, the City and the HDBA agree and acknowledge that the HDBA will charge an admission to certain events and activities during the Festival of Lights and may collect fees for vendor booth rentals, and that the funds collected will be used to defray the expenses incurred by the HDBA in meeting its obligations under this CEA; and

WHEREAS FURTHER, the HDBA agrees to provide the City with an annual budget reflecting the receipts and expenditures associated with the Festival of Lights, which said budget shall have reserve account to allow the HDBA to plan for the following year; and

WHEREAS FURTHER, the HDBA agrees to pay to the City the sum of \$25,000.00 as a base fee for the services provided by the City, and the parties further agree that any net profit over the sum of \$10,000.00 shall be divided among the HDBA and the City, one-half each; and .

WHEREAS FURTHER, for the purposes of this CEA, net profit shall mean the total of all receipts, including, but not limited to admission fees, booth rentals to vendors, and other ticket sales collected by the HDBA, less all expenses of the HDBA related to the Festival of Lights; and

WHEREAS FURTHER, the CEA further provides for an automatic annual extension provided that neither party notifies the other, in writing, of its intention to terminate the agreement within thirty days of the date that the Christmas lights display is turned off; and

WHEREAS FURTHER, the HDBA shall require any and all vendors or any entity that provides entertainment, including but not limited to food vendors, craft vendors, any company offer firework displays, owner of equipment of "Snow Hill" or any other company offering entertainment to provide proof of insurance naming the City as an additional insured; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the attached Cooperative Endeavor Agreement and has approved the terms of same; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the CEA with the HDBA will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Cooperative Endeavor Agreement with the Historic District Business Association, Inc.

BE IT FURTHER ORDAINED that the terms of the Cooperative Endeavor Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

COOPERATIVE ENDEAVOR AGREEMENT

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS FURTHER, the Historic District Business Association, Inc. (sometimes hereinafter referred to as "HDBA") is a Louisiana not for profit corporation and has been designated as a 501C-6 entity by the IRS; and

WHEREAS FURTHER, the HDBA has an interest in promoting tourism in the Historic District and to that end the HDBA entered into a Cooperative Endeavor Agreement with the City of Natchitoches to coordinate and present the 2012 Festival of Lights celebration in Natchitoches, Louisiana, assuming the role that the Natchitoches Chamber of Commerce has played in the past; and

WHEREAS FURTHER, both the City and the HDBA were pleased with the arrangement for the 2012 Festival and desire to extend the relationship for additional years; and

WHEREAS FURTHER, the Festival of Lights has grown to include events and presentations that occur over a 50 day period, beginning in November and continuing through early January; and

WHEREAS FURTHER, the City Council of the City of Natchitoches acknowledges that the Festival of Lights, which includes the Christmas Festival, is the single best known event that occurs in the City on an annual basis and is very important to the City of Natchitoches and its citizens due to its economic impact; and

WHEREAS FURTHER, the HDBA has agreed to and will assume the role of planning, organizing and putting on the 2013 Festival of Lights, but is unable to assume this role without assistance of the City; and

WHEREAS FURTHER, the HDBA and the City have divided the duties and responsibilities that are required to organize and put on the 2013 Festival of Lights, and desire to memorialize, in writing, the duties and responsibilities between the City and the HDBA; and

WHEREAS FURTHER, the City Council of the City of Natchitoches recognizes that neither the City nor the HDBA could undertake the Festival of Lights individually and that cooperation and division of labor is necessary to continue to offer a quality festival; and

WHEREAS FURTHER, the City and the HDBA have agreed to enter into a Cooperative Endeavor Agreement (sometimes hereinafter "CEA") under which the City and HDBA will each assume certain duties and responsibilities; and

WHEREAS FURTHER, under the CEA, the City will be responsible for the following:

1) providing police protection, including the additional personnel that is required for the Christmas Festival;

2) providing fire protection and safety, including the additional personnel that is required for the Christmas Festival and specifically providing inspections of vendor's booths for compliance with Fire Prevention and Life Safety Code, providing fire protection during fireworks displays, inspecting fireworks displays and insuring compliance with Fire Code during fireworks displays.

3) providing electrical service for all light displays, music equipment and other electronic devices that are utilized in the Festival of Lights;

4) erecting, installing stringing light displays in the downtown area, as well as the storage of all light displays;

5) providing sanitation services, including garbage pickup, debris pickup and providing port-o-potties on the riverbank for the duration of the Festival of Lights; and

6) setting up barricades, and providing and placing ticket booths as needed.

WHEREAS FURTHER, under the CEA, the HDBA will be responsible for the following:

1) arranging and paying for fireworks displays during the Festival of Lights;

2) providing music and/ or light shows associated with fireworks displays;

3) arranging and compensating musical performers during the Festival of Lights;

4) arranging and coordinating Christmas Festival parades;

5) providing additional port-a-potties for Christmas Festival weekend;

6) man admission ticket booths during the Festival of Lights;

7) provide additional amusements during Festival of Lights, including but not limited to "Snow Hill" and develop an agreement with the operators of any such amusements (to be approved by the City) that requires said operators to provide proof of insurance with limits of at least \$1,000,000.00 per incident and naming the City as additional insured;

8) take out an Event Insurance policy for the Festival of Lights which policy shall cover that time period beginning with the opening ceremony and ending on the last day that the Christmas lights are on, which policy shall provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee, and coverage for any incident loss or claim related to the parade(s), including coverage for parade participants, or the fireworks displays;

9) provide an Event Insurance policy for any other time period where an admission fee is charged for access to the riverbank area by the HDBA, said policy to provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee;

10) arrange for food vendors, craft vendor, and other vendors and develop an agreement with any such vendors (to be approved by the City) that requires said vendors to provide proof of insurance and naming the City as additional insured; and

11) HDBA shall be responsible for insuring that all food vendors, craft vendors and operators of amusements adhere to the agreements referenced in paragraphs 7 and 10 and insuring that proof of insurance is provided, and the HDBA shall have the authority to remove any non-compliant vendors.

WHEREAS FURTHER, the City and the HDBA agree and acknowledge that the HDBA will charge an admission to certain events and activities during the Festival of Lights and may collect fees for vendor booth rentals, and that the funds collected will be used to defray the expenses incurred by the HDBA in meeting its obligations under this CEA; and

WHEREAS FURTHER, the HDBA agrees to provide the City with an annual budget reflecting the receipts and expenditures associated with the Festival of Lights, which said budget shall have reserve account to allow the HDBA to plan for the following year; and

WHEREAS FURTHER, the HDBA shall require any and all vendors or any entity that provides entertainment, including but not limited to food vendors, craft vendors, any company

offer firework displays, owner of equipment of "Snow Hill" or any other company offering entertainment to provide proof of insurance naming the City as an additional insured; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the CEA with the HDBA will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, the HDBA is authorized to enter into this agreement as evidenced by the attached corporate resolution; and

WHEREAS FURTHER, the HDBA is of the opinion that its assistance with the planning, promotion and organization of the Festival of Lights will benefit the businesses located in the Historic District and will further benefit the business community of the City of Natchitoches, in general; and

WHEREAS FURTHER, the City and the HDBA desire to include an automatic annual extension provided that neither party notifies the other, in writing, of its intention to terminate the agreement within thirty days of the date that the Christmas lights display is turned off; and

WHEREAS FURTHER, the City and the Authority desire to enter into a Cooperative Agreement under which the entities will divide responsibilities and for a successful Festival of Lights; and

NOW THEREFORE, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance Number 007 of 2013, and the Historic District Business Association, Inc., represented herein by _____, duly authorized to act herein pursuant to the attached resolution, do hereby enter into the following agreement:

(1) City and HDBA agree to cooperate and divide duties and responsibilities for the 2013 Festival of Lights.

(2) The City will be responsible for the following:

- a) providing police protection, including the additional personnel that is required for the Christmas Festival;
- b) providing fire protection and safety, including the additional personnel that is required for the Christmas Festival and specifically providing inspections of vendor's booths for compliance with Fire Prevention and Life Safety Code, providing fire protection during fireworks displays, inspecting fireworks displays and insuring compliance with Fire Code during fireworks displays.
- c) providing electrical service for all light displays, music equipment and other electronic devices that are utilized in the Festival of Lights;
- d) erecting, installing stringing light displays in the downtown area, as well as the storage of all light displays;
- e) providing sanitation services, including garbage pickup, debris pickup and providing port-o-potties on the riverbank for the duration of the Festival of Lights; and
- f) setting up barricades, and providing and placing ticket booths as needed.

(3) The HDBA will be responsible for the following:

- a) arranging and paying for fireworks displays during the Festival of Lights;
- b) providing music and/ or light shows associated with fireworks displays;
- c) arranging and compensating musical performers during the Festival of Lights;
- d) arranging and coordinating Christmas Festival parades;
- e) providing additional port-a-potties for Christmas Festival weekend;
- f) man admission ticket booths during the Festival of Lights;
- g) provide additional amusements during Festival of Lights, including but not limited to "Snow Hill" and develop an agreement with the operators of any such amusements (to be approved by the City) that requires said operators to provide proof of insurance with limits of at least \$1,000,000.00 per incident and naming the City as additional insured;
- h) take out an Event Insurance policy for the Festival of Lights which policy shall cover that time period beginning with the opening ceremony and ending on the last day that the Christmas lights are on, which policy shall provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee, and coverage for any incident loss or claim related to the parade(s), including coverage for parade participants, or the fireworks displays;
- i) provide an Event Insurance policy for any other time period where an admission fee is charged for access to the riverbank area by the HDBA, said policy to provide coverage for the "gated area", being that area that has controlled access and requires payment of an entry fee;
- j) arrange for food vendors, craft vendor, and other vendors and develop an agreement with any such vendors (to be approved by the City) that requires said vendors to provide proof of insurance and naming the City as additional insured; and
- k) HDBA shall be responsible for insuring that all food vendors, craft vendors and operators of amusements adhere to the agreements referenced in paragraphs 7 and 10 and insuring that proof of insurance is provided, and the HDBA shall have the authority to remove any non-compliant vendors.

(4) The City and the HDBA agree and acknowledge that the HDBA will charge an admission to certain events and activities during the Festival of Lights and may collect fees for vendor booth rentals, and that the funds collected will be used to defray the expenses incurred by the HDBA in meeting its obligations under this CEA.

(5) The HDBA agrees to provide the City with an annual budget reflecting the receipts and expenditures associated with the Festival of Lights, which said budget shall have reserve account to allow the HDBA to plan for the following year; and

(6) The HDBA agrees to pay to the City the sum of \$25,000.00 as a base fee for the services provided by the City, and the parties further agree that any net profit over the sum of \$10,000.00 shall be divided among the HDBA and the City, one-half each (for the purposes of this CEA, net profit shall mean the total of all receipts, including, but not limited to admission fees, booth rentals to vendors, and other ticket sales collected by the HDBA, less all expenses of the HDBA related to the Festival of Lights).

(7) The City will be responsible for carrying general liability insurance. Specifically, the City will maintain and agrees to carry a general liability insurance policy, including, but not limited to, coverage for injuries, death or loss of property, with minimum coverage of \$1,000,000.00, and the City will cause the NHF to be named as an additional insured on that policy

of insurance

(8) This Agreement will be automatically extended on an annual basis provided that neither party notifies the other, in writing, of its intention to terminate the agreement within thirty days of the date that the Christmas lights display is turned off.

(9) It is understood and agreed that this is a contract, for services, and the employees, agents, representatives, and all other persons connected with the HDBA shall not be considered to be employees of the City of Natchitoches, in any respect.

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the ____ day of _____, 2013.

ATTEST:

CITY OF NATCHITOCHES, LOUISIANA

by: Mayor Lee Posey

**HISTORIC DISTRICT BUSINESS
ASSOCIATION, INC.**

by:

NOTARY PUBLIC

Mr. Stamey asked Mr. Lee Waskom to come to the podium to answer any questions the Council or audience may have. Mayor Posey stated how successful the Christmas Festival was this year after the Historic District Business Association took over. He appreciates how the festival was made to be more family and children oriented and how all the money made went back into the budget for next year's festival. Ms. Morrow stated she had some concerns, but overall enjoyed the festival and thinks the whole community should be involved. Mr. Waskom encourages anyone willing to help should contact HDBA. Mr. Nielsen asked if Mr. Waskom knew how many volunteers were needed to pull off the festival. Mr. Waskom stated there are 12 committees with up to 10 people per committee, but roughly around 130 or more volunteers are needed. Mayor Posey stated the City would love to become more handicap friendly in the downtown area and are open to any suggestions to correct this situation.

The following Ordinance was Introduced by Mr. Nielsen at the Natchitoches City Council meeting held on February 25, 2013 as follows:

ORDINANCE NUMBER 008 OF 2013

AN ORDINANCE TO AMEND SUB-SECTION 10-74(f), WHICH SECTION IS ENTITLED "FIREWORKS", AND TO ADOPT SECTION 10-74.1, ENTITLED "FIREWORKS, USE OR DISCHARGE", WHICH SECTIONS ARE LOCATED IN THE CRIMINAL CODE, CHAPTER 10 OF THE CODE OF ORDINANCES, SAID SECTIONS BEING AMENDED AND ADOPTED TO MAKE IT ILLEGAL TO OFFER FOR SALE, USE OR DISCHARGE FIREWORKS OUTSIDE OF PERMITTED TIME PERIOD IN THE CITY OF NATCHITOCHES, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the Criminal Code of the City of Natchitoches includes Section 10-74, which provides regulations for fireworks; and

WHEREAS FURTHER, Section 10-74 of the Code of Ordinances limits the sale of fireworks to those time periods running from June 25 through July 5 and December 15 through January 1 of each year, but does not provide times of operation; and

WHEREAS FURTHER, due to concerns over safety and fire hazards, the Chief of Police and the Chief of the Natchitoches Fire Department have recommended that the City place limitations on the time period within which fireworks may be used; and

WHEREAS FURTHER, year round use of fireworks increases the chance of fires, and the number of responses by the Fire Department may lead to a reduction in the capability of the Fire Department creating a condition that raises safety concerns for citizens and Fire Department personnel, and further creates a greater risk of property damage; and

WHEREAS FURTHER, the number of fire calls also stretches the resources of the Fire Department as it has to devote personnel and equipment to respond to these calls; and

WHEREAS FURTHER, likewise, year round use of fireworks increases the chance of injury and injury related emergencies, and the number of responses by the Police Department and other emergency responders may lead to a reduction in the capability of the Police Department and

other emergency responders creating a condition that raises safety concerns for citizens and emergency responder personnel, and further creates a greater response time for emergency responders; and

WHEREAS FURTHER, pursuant to Louisiana Revised Statute 51:660, the City of Natchitoches has the authority to "... regulate or prohibit the sale, use or possession of pyrotechnic commonly known as fireworks in conformity with the provisions of this Part."; and

WHEREAS FURTHER, the Fire Chief, Dennie Boyt, and Chief of Police, Mickey Dove, have reviewed the situation and have recommended that the City of Natchitoches amend the Code of Ordinances to adopt Section 10-74.1, in order to limit the time period in which fireworks may be used; and

WHEREAS FURTHER, the Fire Chief, Dennie Boyt, and Chief of Police, Mickey Dove, further recommend that the new ordinance include a provision that restricts the use of fireworks during certain hours of the night and early morning; and

WHEREAS FURTHER, the Fire Chief, Dennie Boyt, and Chief of Police, Mickey Dove, have further recommended that the City of Natchitoches amend Section 10-74(f) of the Code of Ordinances to limit the sell of fireworks to those time periods within which fireworks may be used; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed changes and agrees that the adoption is advisable and in the best interest of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, desires to amend the Code of Ordinances of the City of Natchitoches in order to amend Section 10-74(f) and to enact Section 10-74.1, as approved and recommended by the Fire Chief of the City of Natchitoches and the Chief of Police of the City of Natchitoches; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, as follows:

SECTION 1. Subsection (f) of Section 10-74 of the Code of Ordinances of the City of Natchitoches is hereby amended and re-enacted to read as follows:

(f) Permissible items of fireworks, enumerated in Louisiana Revised Statute

51:651 may be sold at retail from June 25 through July 5 and December 15 through January 1 of each year only, except the term "fireworks" shall not include toy pistols, toy canes, toy guns or other devices in which paper caps containing 25/100ths grains or less of explosive compounds are used, provided that they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and toy paper pistol caps which contain less than 25/100ths grains of explosive compounds, and the sale and use of which shall be permitted at all times.

Fireworks may be sold at retail on the dates set forth in the preceding paragraph from 8 a.m. to 9 p.m. on weekdays and from 8 a.m. to 10 p.m. on weekends, but may be sold from 8 a.m. the morning of July 4 and December 31 until midnight. It shall be unlawful for any person to sale fireworks at any time other than the times provided for herein."

SECTION 2. The Code of Ordinances of the City of Natchitoches is hereby amended to enact and adopt Section 10-74.1 which shall read as follows:

"Sec. 10-74.1 Ban of use of fireworks during certain time period and for certain hours.

(a) Fireworks, being those that are permissible fireworks enumerated under Louisiana Revised Statutes 51:651, may be used from June 25 through July 10 and from December 15 through January 6. It shall be unlawful for any person to use fireworks at any time other than the above enumerated dates.

(b) Fireworks, being those that are permissible fireworks enumerated under Louisiana Revised Statutes 51:651, may be used on the above enumerated dates from 8 a.m. to 9 p.m. on weekdays and from 8 a.m. to 10 p.m. on weekends, but may be used from 8 a.m. the morning of July 4 and December 31 until 1 a.m. the following day, being July 5 and January 1, respectively. It shall be unlawful for any person to use fireworks at any time other than the above enumerated times.

(c) Nothing herein shall limit the ability of the proper authorities to ban the use of fireworks during a burn ban as set forth in Section 10-74 (j).

(d) Exceptions. Nothing contained in this section 10-74 shall be held to apply to the following:

(1) Use of signaling devices for current daily consumption by railroads, trucks or vessels requiring them;

(2) Pyrotechnic displays of fireworks in public parks, or other open places, where a permit for such display has been issued by the chief of the fire department and, where further, proper permit has been secured from the state fire marshal under Louisiana Revised Statute 51:655;

(3) The use of normal stacks of flashlight compositions by photographers or dealers in photographic supplies;

(4) The use of blank cartridges for ceremonial, theatrical or athletic events.

(5) The use of toy pistols, toy canes, toy guns or other devices in which paper caps containing 25/100ths grains or less of explosive compounds are used, provided that they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and toy paper pistol caps which contain less than 25/100ths grains of explosive compounds.

(e) Penalties. Whoever violates the provisions of this section or any part thereof shall be punished as follows:

(1) For a first offence within a period of twelve months there shall be a fine of \$50.00

(2) For the second and subsequent offences within a twelve month period the penalty shall be as provided for in section 10-78 of this chapter.”

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

SECTION 4. This Ordinance shall go into effect upon publication and in accordance with law.

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Payne as follows, to-wit:

ORDINANCE NO. 004 OF 2013

AN ORDINANCE, UPON THE RECOMMENDATIONS OF THE PURCHASING DEPARTMENT, THAT THE CITY OF NATCHITOCHES ENTER INTO A LEASE OF A 29.7 ACRE TRACT IN THE INDUSTRIAL PARK FOR HAY OPERATIONS WITH M & M FARMS OF CANE RIVER, L.L.C., AND AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE SAID LEASE ON BEHALF OF THE CITY OF NATCHITOCHES, AND TO PROVIDE FOR ADVERTISING.

WHEREAS the City of Natchitoches issued a request for proposals with regard to a hayfield lease of a 29.7 acre tract at the Natchitoches Industrial Park, the City of Natchitoches and received no proposals; and

WHEREAS FURTHER, the Purchasing Department has since received a proposal from M & M Farms of Cane River, L.L.C. (Sometimes hereinafter M & M) for the lease of the hayfield, and is of the opinion that it is in the interest of the City of Natchitoches to award the hayfield lease to M & M; and

WHEREAS FURTHER, the Purchasing Department has recommended to the City Council of the City of Natchitoches that M & M be awarded the lease based upon its response, and that the attached lease agreement be approved; and

WHEREAS FURTHER, a lease has been prepared setting forth the term, conditions, and consideration for the proposed hay field lease;

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be leased to any person after due advertisement and compliance with the law;

WHEREAS FURTHER, the City Council is of the opinion that the hay field rights are not needed by the City for any public purpose, but are a potential source of revenue if leased;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, in legal session convened, that the recommendations of the Purchasing Department are hereby approved; and

BE IT FURTHER ORDAINED that Lee Posey, Mayor of the City of Natchitoches, be and he is hereby authorized and empowered to enter into a lease agreement with M & M, for hay field operations, all in substantial compliance with the lease agreement, a copy of which is attached hereto and approved by the Director of Purchasing.

BE IT FURTHER ORDAINED That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

BE IT FURTHER ORDAINED that any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

BE IT FURTHER ORDAINED that the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

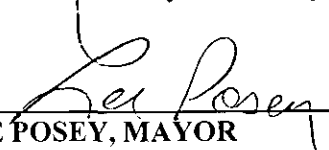
BE IT FURTHER ORDAINED that the City takes cognizance of the fact that the rights to the property described above is not needed for public purposes by the City.

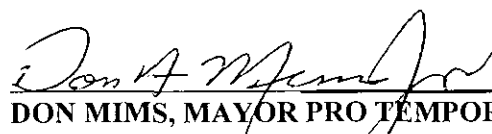
THIS ORDINANCE was introduced on January 28, 2013 and published in the *Natchitoches Times* on February 2, 9 and 16th, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 25th day of January, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 26th day of February, 2013 at 10:00 A.M.

RECEIVED AND FILED
LOUIE BERNARD
CLERK OF COURT

358196

MTG. BOOK 984

Pg. 260

CERTIFICATION ON BACK

2013 MAR - 1 P 3Y
NATCHITOCHES PARISH, LA
STATE OF LOUISIANA

PARISH OF NATCHITOCHES

LEASE OF HAYFIELD

BE IT KNOW AND REMEMBERED that on the days indicated hereinafter, before the undersigned Notaries Public and subscribing witnesses, personally came and appeared:

City of Natchitoches, Louisiana, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to the authority set provided for under Ordinance Number 004 of **2013** (sometimes hereinafter referred to as "Lessor" or "City");

AND

M & M Farms of Cane River, L.L.C., a Louisiana limited liability company, domiciled in the Parish of Natchitoches, Louisiana, with mailing address of 1825 South Drive, Natchitoches, Louisiana 71457, represented herein by Archie G. Metoyer (sometimes hereinafter referred to as "Lessee" or "M & M")

WITNESSETH:

1. DESCRIPTION OF PROPERTY

LESSOR hereby leases and lets unto LESSEE, under the terms and conditions hereinafter set forth, the property which is described as follows, to-wit:

A parcel of land located in the Natchitoches Industrial Park as shown on a plat of survey by Meyer, Meyer, LeCroix and Hixson and more particularly described as 29.7 acres, more or less, lying South of Industrial Drive, bounded on the West by a drainage ditch, bounded on the East by the UP Railroad, and bounded on the South by property of Edwina Friedman, the tract being more fully shown and highlighted on the attached aerial photograph.

2. TERM

The term of this lease is Thirty-four months, commencing on February 14, 2013, and terminating at midnight on December 14, 2015.

3. RENTAL

The rental for the leased premises shall be based on the number of hay bales produced on the leased premises under the following schedule:

\$1.00 per 5' X 4' bale.

The above amounts are to be paid per round hay bale produced. For the purposes of the lease, a round hay bale will be defined as a 4' X 5', 6" bale. Payments will be made to the City of Natchitoches no later than 30 days after each cutting.

It is understood and agreed that the tract has previously been used for row crop farming and there are currently rows on the field. As part of the consideration for this lease, the LESSEE will disc and level the field so that it may be suitable for hayfield use.

4. USE OF PREMISES

LESSOR and LESSEE agree as follows, to-wit:

a) During the term of the lease, the LESSEE will occupy and use the premises for cultivation of hay crops only, and he will not use the premises, or permit the premises to be used for any other purpose whatsoever.

b) LESSEE will not sub-lease, assign or relinquish the said premises without the written consent of the LESSOR.

c) That the cultivation of the hay crops and the maintenance of the pasture will be done in a good and husband-like manner and the LESSEE will faithfully and carefully guard and protect the said premises. LESSEE agrees that he will cut and keep and trim the leased premises during the lease.

d) LESSEE agrees that he will keep any improvements in as good repair as same now are or may at any time be placed in by the LESSOR.

e) LESSEE will, at all times, allow the LESSOR, its agent or its assignees, to have free access to the premises for the purpose of observing the pasture and hay field operations and the conduct of the LESSEE in caring for the hay crop and pasture improvements thereon.

f) LESSOR reserved the right to cancel this lease, at any time, if the property is needed for any public purpose or reason. In such event, LESSEE agrees to give possession of the said premises, subject to a pro-rata payment to LESSEE for any hay crop on the property.

g) LESSEE may store hay bales along the perimeter of the property in a manner that will not cause any interference with any other City or City Approved operation. All hay bales must be removed from the property no later than December 31 of each year during the term of the lease. Any bales left on the property beyond December 31 of each year shall become the property of the City of Natchitoches and the City will have the right and option to sale, use or dispose of said bales.

5. WARRANTY

LESSOR warrants that it has the right to lease the property covered by this agreement and will defend LESSEE's possession against any and all person whomsoever.

6. INDEMNITY AND INSURANCE

LESSEE shall occupy the leased premises at his own risk and shall indemnify LESSOR against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred as a result of any breach by LESSEE, his agents, servants, employees, customers, visitors or licensees or any covenant or condition of this lease, or as a result of LESSEE's use or occupancy of the leased premises or the carelessness, negligence or improper conduct of LESSEE, his agents, servants, employees, customers, visitors or licensees. The LESSEE's liability under the lease extends to the acts of omission of any agent, servants, employee, customer, visitor or licensee of any such person. LESSEE declares this intention to assume all liability permissible under Louisiana R.S. 9:3221.

LESSEE must maintain a general liability insurance policy with minimum coverage of \$1,000,000.00, with the City of Natchitoches shown as an additional insured and LESSEE must provide proof of such insurance on an annual basis, or upon request of the City.

7. MINERALS

Anything herein to the contrary notwithstanding, it is specifically understood and agreed that LESSOR, its assigns, employees and minerals lessees, or its agents, employees, successors, or assigns, shall have full and complete right to conduct any and all geophysical or exploratory operations on said land, and to seek, search for, conduct operations for the drilling, or to assist in the location of oil, gas and other minerals on the said property and to produce, extract same, store and remove by pipe or any form of conveyance, any oil, gas and minerals produced thereon, and generally to do all things necessary and proper, in connection with the exploration or production of such oil, gas and other minerals. If such operations are conducted by any mineral lessee, its agents, employees, successors or assigns, LESSEE hereunder agrees to look to said mineral lease, etc. for recovery for any damages that may be caused by such operations.

8. OVERFLOW

The LESSOR shall not be responsible for flood or overflow.

9. TAXES

The LESSOR agrees to pay all property and ad valorem taxes during the term of the lease, if any.

10. DEFAULT

Should the LESSEE, at any time, violate any of the conditions of this lease, or discontinue use of the premises for the purpose for which they are rented, or fail to pay the rent timely, punctually at maturity, as stipulated, LESSOR shall have the option to immediately cancel this lease and to proceed for past due payments, reserving a right of proceed later for the remaining installments, all without putting LESSEE in default. LESSEE to remain responsible for all damages or losses suffered by LESSOR. LESSEE hereby assenting thereto and expressly waiving the legal notice to vacate the premises. In the event that it is necessary to employ an attorney for collection of past due rent, or to sue for the termination and cancellation of this lease, then, in that event, the parties hereby agree and stipulate that the LESSEE shall be responsible for the payment of reasonable attorney's fees in connection therewith, which shall not exceed ten (10) percent of the amount sued for, plus all costs of the suit.

11. SUCCESSION

This lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

12. CONDITION ON SURRENDER

LESSEE agrees that it will peacefully surrender the leased premises at the end of the term hereby granted in the same good order as the premises are at the commencement thereof.

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the 26th day of February, 2013, at Natchitoches, Louisiana.

WITNESSES:

Stacy McCreary
Hannah Weenings

CITY OF NATCHITOCHES, LOUISIANA

Lee Posey
By: Mayor Lee Posey

Edd R Lee

NOTARY PUBLIC Edd R. Lee
15749

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the 28th day of February, 2013, at Natchitoches, Louisiana.

WITNESSES:

Emmett Metoyer Sr
Don Metoyer

M & M Farms of Cane River, L.L.C.

Archie G. Metoyer
By: Archie G. Metoyer

Edd R Lee

NOTARY PUBLIC Edd R. Lee
ID #15749

Mayor Posey asked for a motion to add Resolution No. 010 of 2013 to the Agenda. Mr. Nielsen made a motion to add Resolution No. 010 of 2013. Seconded by Mr. Payne. The roll call vote was as follows:

AYES:	Stamey, Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to –wit:

RESOLUTION NO. 010 OF 2013

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NATCITOCHES,
TO APPLY FOR A LOUISIANA SAFE ROUTES TO SCHOOL GRANT
ON BEHALF OF THE CITY OF NATCHITOCHES**

WHEREAS, the City of Natchitoches has participated in health and wellness programs such as “Get Fit Natchitoches;” and

WHEREAS, the City of Natchitoches wishes to apply for grant funding under the Louisiana State Safe Routes to School program; and

WHEREAS, the project funded by the grant will be bicycle and pedestrian infrastructure for K-8 schools in West Natchitoches; and

WHEREAS, funding for the project will be 100% from the awarded grant; and

WHEREAS, funding for the project is reimbursed upon completion of the project; and

WHEREAS, the maximum funding for the project is \$250,000 for infrastructure, and \$50,000 for non-infrastructure, and;

WHEREAS, upon successful completion of the project the City of Natchitoches shall be responsible for upkeep and maintenance of any new infrastructure funded by the project.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered, and directed to apply for a grant under this program.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 25th day of February, 2013.

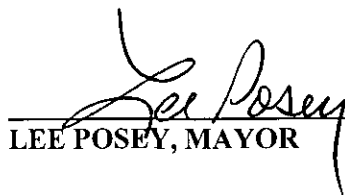


LEE POSEY, MAYOR

Ms. Morrow stated she supports the grant 100% and is willing to do whatever is needed to make this possible. The Mayor asked Shawn Parr to approach the podium to introduce his guest and thanked them for their hard work. Shawn Parr stated he is a member and representative of Bike Natchitoches who was approached along with others to help write the grant for Louisiana Safe Routes to School. The grant will improve pedestrian and bicycle infrastructure from the L.P. Vaughn school area down to Parks Elementary down to University Parkway where both the Natchitoches Magnet School and NSU Middle Lab will benefit. This grant will serve a part of the community that is under served infrastructure wise. There are a lot of people that walk and bike in the area and this grant will help to maintain safety in the area. Mr. Parr stated if awarded this grant, not only will the City be able to improve the area, but it will be first step for a number of future grants that may become available to improve other areas. Mr. Parr introduced Donna Isaacs who then stated they also completed a City wide grant with the Jaycees which will allow education on biking and safety. If successful they will receive that in the fall. The group is also looking at a mini grant opportunity through the Rapides Foundation to help with consulting for a master plan for the city and parish. Mr. Mims asked what the current membership within the group Bike Natchitoches is which Mr. Parr confirmed is currently around 10 active members. Mayor Posey stated this idea is economic development driven and people like bringing a new industry to town. He has asked the group for ideas on how other communities, like ours, maintain the sidewalks and shoulders so those needs can be addressed.

Ms. Morrow next expressed thanks to the City Council, members of the Black Heritage Committee, and all other entities that assisted in this year's parade. She thanked the parents for the children being well disciplined by staying on the sidewalk and not running into the streets. Ms Morrow thanked Michael Braxton and his work crew for cleaning up the streets after the parade. Mayor Posey then thanked the Police Department, Fire Department, and all other City workers involved in the event. Mr. Mims, Mr. Nielsen and Mr. Payne thanked Ms. Morrow for a successful parade.

With no further discussion, the Mayor made a motion for adjournment and all were in favor. The meeting was adjourned at 6:00 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE